

DEPARTMENT OF THE ARMY

LEASE OF TRAILER SITE

For use of this form, see AR 405-80; the proponent agency is Office of The Chief of Engineers

THIS LEASE, made between the Secretary of the Army, of the first part and

of the second part, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of _____, beginning _____, 20_____, and ending _____, 20_____, but revocable at will by the Secretary of the Army, the following described property:

A certain plot of land, approximately 30 feet in width and 50 feet in depth, designated Site No. _____ of the trailer-camp area within the _____ Military Reservation _____.

THIS LEASE is granted subject to the following provisions and conditions:

1. CONSIDERATION. That the lessee shall pay to the United States rental in the amount of _____ (\$ _____) per annum, payable in equal monthly installments in advance, and the lessee shall also pay to the United States on demand any sum which may be expended after the expiration, revocation, or termination of the lease in restoring the premises to the condition required by provision No. 11 hereof. Compensation shall be made payable to the Finance and Accounting Officer and forwarded by the lessee direct to _____.

2. IMPROVEMENTS. That the lessee shall place no improvements upon the property leased hereby other than a trailer and such temporary additions thereto as may be approved by the Commanding Officer.

3. USE OF COMMON AREAS. That the lessee shall have the right to use, in common with others, such facilities within the trailer camp area as may be designated by said officer.

4. TRANSFERS AND ASSIGNMENTS. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, not sublet the demised premises or any part thereof or any property thereon, not grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the said officer.

5. INDEMNITY. That the United States shall not be responsible for damages to property of injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee, or for damages to the property or injuries to the person of the lessee's family, servants, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

6. PROTECTION OF PROPERTY. That the lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the lessee. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property,

lessee's use and occupation of the said property, shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer, or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

7. TAXES. That the lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxed, assessments, and similar charges which, at any time during the term of this lease, may be taxed, assessed, or imposed upon the Government or upon the lessee with respect to or upon the leased premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this lease (as opposed to the leasehold interest of the lessee therein), this lease shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments, or similar charges and the amount of any taxes, assessments, or similar charges which were imposed upon such lessee with respect to his leasehold interest in the premises prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessments, or similar charges, on a rental which in the opinion of the said officer, constitutes a reasonable return to the Government on the leased property, then, in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the lessee.

8. TERMINATION. That this lease may be terminated by the lessee at any time by giving to the said officer at least ten (10) days notice in writing; provided that, in case of such termination or in case of termination by the Government for causes other than breach of the lease terms by the tenant, refund of rental paid in advance shall be made on a pro-rata basis for the days of the monthly rental period subsequent to the actual vacation of the premises by the tenant.

9. SUPERVISION BY THE INSTALLATION COMMANDER. That the use and occupation of the premises leased hereby and the use of designated common facilities shall be subject to the general supervision and approval of the said officer and to such rules and regulations as may be prescribed by him from time to time.

10. COST OF UTILITIES. That the lessee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the said officer upon bills rendered monthly.

11. RESTORATION. That, on or before the date of expiration of this lease, or its termination by the lessee, the lessee shall vacate the demised premises, remove the property of the lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of the lease, damages beyond the control of the lessee and due

to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the said officer may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

12. OFFICIALS NOT TO BENEFIT. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lessee be for the general benefit of such corporation or company.

13. APPLICABLE LAWS AND REGULATIONS. The lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

14. SEVERAL LESSEES. If more than one lessee is named in this lease the obligations of said lessees herein contained shall be joint and several obligations.

THIS LEASE is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this

_____ day of _____, 20 _____

THIS LEASE is also executed by the lessee this _____ day of _____, 20 _____

_____ (SEAL
